

COLLECTIVE BARGAINING AGREEMENT

between

THE OREGON NURSES ASSOCIATION

and

ST. ANTHONY HOSPITAL

January 1, 2015 through December 31, 2017

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AGREEMENT

THIS AGREEMENT is entered into by and between St. Anthony Hospital, hereinafter referred to as "Hospital" and the Oregon Nurses Association, Inc., hereinafter referred to as "Association."

WITNESSETH

The intention of this Agreement is to formalize a mutually agreed upon and understandable working relationship between St. Anthony Hospital and the Nurses which will be based upon equity and justice with respect to wages, hours of service, general conditions of employment and communication, to the end that the dedicated common objective of superior patient care may be harmoniously obtained and consistently maintained.

For and in consideration of the mutual covenants and undertakings herein contained, Hospital and Association do hereby agree as follows:

ARTICLE 1. RECOGNITION AND MEMBERSHIP

1.1 The Hospital recognizes the Association as the sole and exclusive representative for collective bargaining purposes with respect to rates of pay, hours of work, and other terms and conditions of employment for a bargaining unit composed of all Registered Nurses employed by the Hospital, excluding all Registered Nurses in Clinic and Long Term Care facilities, guards, and supervisors as defined by the NLRA.

1.2 The Hospital will provide the Association with written notice of any non-bargaining unit positions for which an RN license is required or preferred, including the job description for the position. The Hospital's notice to the Association will be provided at least thirty (30) calendar days prior to posting the position. Upon request of the Association, the parties will meet to determine if the position is properly excluded from the bargaining unit using the criteria in Article 1.1 and the actual job duties of the position in comparison with positions already in the bargaining unit. If the parties are unable to reach consensus, then the Association may file a grievance. Should an arbitrator find that the position properly belongs in the bargaining unit, then the arbitrator will be authorized to require the Hospital to pay the Association all outstanding dues.

Failure of the Hospital to provide appropriate notice will extend any timelines for the Association to request a meeting and file a grievance.

1.3 Within thirty-one (31) days after employment or within thirty-one (31) days after the execution date of this Agreement, whichever is the later date, each nurse subject to this Agreement shall join and maintain membership in the Association as a condition of employment. Nurses who, for philosophical reasons do not desire to become members of the Association shall pay an agency fee, as determined by the Association, as a condition of employment.

1.4 In order to safeguard the rights of non-Association nurses as the result of their membership in a religious body which holds a bona fide teaching or tenet contrary to Association membership, then such nurse may make payment in lieu of the Association's regular membership dues to a non-religious charity mutually agreed upon by the nurse affected and the Association.

Payments are to be made on a regular monthly basis or in advance, and receipts sent to the Association. To be eligible for the religious exemption explained above, the nurse must provide a letter to the Association, signed by a leader of the church or religious body to which the nurse belongs stating: "Contributions to organizations such as the Association are in conflict with tenets or teachings of the church or religious body to which the nurse belongs."

1.5 Any nurse who fails to comply with Article 1.3 shall, upon written notice from the Association and confirmation by the Hospital that the nurse has failed to respond to adequate notice of and opportunity to correct the delinquency, be given twenty-one (21) days' notice of termination or allowed to resign. Any collection actions after such notice from the ONA (with a copy to the Hospital) are the responsibility of the ONA, not the Hospital. The Association shall indemnify, defend and hold the Hospital harmless from all claims, demands, suits and other liability that may arise out of or by reason of action taken by the Hospital for the purpose of complying with any of the provisions of this section.

1.6 Within thirty (30) days after this Agreement becomes effective, and annually thereafter, the Association will be given a monthly master list of all RNs currently employed by the Hospital. The information will be provided electronically on an Excel spreadsheet. The list will include the RN's name, address, phone number (where approval is granted by the nurse), work e-mail, RN license number, shift, department, classification, hourly wage rate, FTE, and date of hire, and adjusted seniority date of hire, if appropriate as described in Section 6.2. Beginning with the first month after the master list is provided, and each month thereafter, the Hospital will provide the Association and the bargaining unit chairperson with a supplemental list containing the same information requested above of any newly hired, terminated or retired RN.

1.7 Association Dues. During the term of this Agreement, the Employer shall deduct Association dues from the pay of each member of the Association who voluntarily executes a wage assignment form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Such deductions shall be made monthly and remitted to the Association with a list of nurses from whom the deductions were made. Deductions will be properly transmitted to the Association by check payable to its order. Upon issuance and transmission of a check to the Association, the Employer's responsibility shall cease with respect to such deduction. The Association and each employee authorizing the assignment of wages for the payment of Association dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from wages of such employee.

1.8 New Hire Orientation. The Hospital will provide the Association fourteen (14) days advance notice of all new hire orientations. The Association will have one-half (1/2) hour either right before or right after all new hire orientations to advise new hires of the existence of a collective bargaining agreement and the benefits thereunder and the benefits of membership in the Association. Attendance at this meeting will be voluntary for the new-hire orientee. Time for the Association representative giving this presentation will be unpaid.

1.9 The Association will provide a copy of this Agreement to each represented nurse. The Hospital will provide a copy of the contract to each Nursing Unit Manager and

House Supervisor. The Hospital will make the contract available on it's Intranet, in a location determined by the Labor Management Committee (LMC).

1.10 Within forty-five (45) days of the contract being printed, the parties will host a joint training for up to two hours on the terms of the contract for all nursing directors, supervisors, and managers and all represented nurse unit representatives, officers and members of committees in this agreement. The training will be paid. Should an employee be unable to attend, an online module will be created for completion. Time spent completing that module will be paid.

ARTICLE 2. EQUALITY OF EMPLOYMENT OPPORTUNITY

2.1 The Hospital shall not discriminate against any employee on account of membership in, or activities for, the Association.

2.2 The Hospital and the Association agree that each will fully comply with applicable laws and regulations regarding discrimination and affirmative action. The Hospital agrees to continue its long-standing policy prohibiting discrimination based upon race, religion, color, creed, national origin, ancestry, sex, age, marital status, physical or mental disability, sexual orientation, and veteran status in hiring, placement, promotion, salary determination or other terms of employment of nurses employed in job classifications covered by this Agreement.

2.3 The Hospital and the Association agree that any form of sexual harassment shall not be permitted.

2.4 All nurses are to report any suspected discrimination, including any harassment of a nurse in contravention of this Article, to Hospital management immediately.

2.5 All references to "employees" or "nurses" in this Agreement shall be interpreted to designate both sexes and, whenever the female gender or male gender is used alone, it shall be interpreted to include male and female employees.

ARTICLE 3. DEFINITIONS

3.1 Full-Time Nurse: Defined as a nurse who is regularly scheduled thirty-five (35) hours or more per week.

3.2 Part-Time Nurse: Defined as a nurse who is regularly scheduled less than thirty-five (35) but at least twenty-four (24) hours per week.

3.3 Occasional Nurse: Defined as a nurse who works less than twenty-four (24) hours per week. An occasional nurse must be available to work at least six (6) shifts in a three (3) month period of time to retain status as an occasional nurse. In addition, an occasional nurse must be available to work one (1) major holiday (Christmas, New Year's Day, Thanksgiving) and one (1) minor holiday each year. Low census days shall be counted as days worked for purposes of this section. In periods of prolonged low census, when the Hospital is unable to schedule an occasional nurse on days she/he is available, the minimum work requirement will be waived.

3.4 Temporary Nurse: Defined as a nurse employed for a specific, limited duration of six (6) consecutive months or less in the event no full-time, part-time or occasional nurses are available. Anyone who works under temporary status for more than 180 days will be reclassified as a regular employee. Date of hire shall be considered that date the employee was first hired as a temporary nurse. Any applicable benefits shall begin accrual on the date the nurse was reclassified, however, the time spent as a temporary nurse shall count towards years of service for benefit accrual.

3.5 Low Census/On-Call: Time spent on-call at the request of the Hospital due to a reduction in work. Time spent on low census/on-call shall count as time worked for the purposes of benefit accrual.

3.6 On-Call: When a nurse remains available for additional hours on a call-in basis, outside usual scheduled hours.

3.7 Call-In: Called in to work while on call.

3.8 Call-Back: When a nurse has left the Hospital after working a shift or part of one and is requested to return to work additional hours.

3.9 Census Time: Defined as a scheduled day for which the nurse is released from responsibility to work because of a lack of work.

3.10 Charge Nurse: Defined as a Registered Nurse who is assigned responsibility for coordinating patient care for the nursing unit.

ARTICLE 4. HOURS OF WORK

4.1 Workweek and Workday: The workweek is defined as a seven (7) day period beginning at 12:01 a.m. Sunday or the shift changing hour nearest that time and ending one hundred sixty-eight (168) hours later. The workday is defined as the twenty-four (24) hour period beginning at the time the employee commences work.

4.2 Straight Time: The normal straight time week's work shall be thirty-six (36) hours, three (3) days or forty (40) hours in four (4) or five (5) days. A normal straight time day's work will consist of a mix of eight (8), ten (10) or twelve (12) hours, excluding meal period.

4.3 Overtime:

4.3.1 Daily Overtime. Unless otherwise provided for in this agreement, The Hospital will pay daily overtime at the rate of time and one-half (1-1/2) the nurse's rate of pay, excluding shift differential, for all hours worked in excess of a nurse's regularly scheduled workday (e.g. a nurse that regularly works twelve (12) hours per workday will be paid overtime for time in excess of twelve (12) hours

4.3.2 Weekly Overtime. Unless otherwise provided for in this Agreement, the Hospital will pay weekly overtime at the rate of time and one-half (1-1/2) the nurse's rate of pay, excluding shift differential, for all hours worked in excess of thirty-six (36) hours for nurses regularly scheduled to work twelve (12) hours per workday and in excess of forty (40) hours for nurses regularly scheduled to work eight (8) or ten (10) hours per workday

4.3.3 Double Time. Where a nurse has worked more than sixteen (16) hours in any twenty-four (24) hour period, upon request the Hospital shall make every effort to grant up to eight (8) hours off before the nurse is required to return to work. All time worked in excess of sixteen (16) hours in a twenty-four (24) hour period shall be paid at the rate of double (2) times the nurse's rate of pay, excluding shift differential. Hours worked do not need to be consecutive.

4.3.4 No Duplication. The overtime rate of pay will not be paid more than once for the same hours.

4.3.5 Waiver. Contractual overtime pay provided for in this Article may be waived to facilitate a nurse wanting to trade a shift if the Hospital and the nurse have agreed. Any such waiver shall be reduced to writing, signed by the nurse and a representative of the Hospital prior to the affected hours, and a copy forwarded to the Association within fourteen (14) calendar days of such agreement. Any such waiver shall not violate provisions of the FLSA.

4.3.6 Mandatory Overtime

4.3.6.1 The Hospital shall comply with all terms of the Oregon Nurse Staffing Law, formerly known as HB 2800, except when the contract is more beneficial to the employee.

4.3.6.2 A nurse may refuse an assignment of overtime without penalty if, in the reasonable judgment of the nurse, the overtime would jeopardize patient or employee safety.

4.4 Rest and Meal Periods. The Hospital will provide nurses one fifteen (15) minute paid rest period during each four (4) hour period of their shift or major part thereof (two (2) hours and one (1) minute through four (4) hours). The rest period should be taken as nearly as possible in the middle of the work segment.

Employees scheduled to work more than five (5) hours per day shall be entitled to a thirty (30) minute uninterrupted unpaid meal period at, as near as practical, the middle of the workday. The Hospital is committed to using its best efforts to provide its nurses

with unpaid meal periods as near as practical to the middle of the work day. Except as provided below, meal periods shall be on an unpaid basis.

In the event an employee works during a meal period, the meal period, not to exceed thirty (30) minutes, shall count as hours worked. The Hospital will attempt to reschedule the remainder of the meal period as the schedule allows. If the full meal period cannot be taken, the nurse, will receive thirty (30) minutes pay at time and one-half (1-1/2). Within 90 days of ratification the PNCC and Staffing Committee will implement a staffing plan that includes coverage for uninterrupted meal and rest breaks.

Each calendar quarter the PNCC will conduct an audit to ensure that the nurses on each unit and shift consistently are receiving their entitled uninterrupted meal and rest breaks in the manner outlined above. Should the PNCC determine that the nurses on a particular unit or shift have received less than ninety percent (90%) of the uninterrupted meal and rest breaks during that quarter, the PNCC will develop a plan of action to ensure the nurses are consistently receiving uninterrupted meal and rest break they are entitled.

It will be the Hospital's responsibility to ensure nurses are able to record in the edit logbook, any rest and meal breaks not taken.

4.5 Weekend Scheduling. Nurses shall normally be scheduled for every other weekend off. This provision shall not apply when the nurse requests to work such a schedule or if the consecutive weekends occur when nurses trade weekends. For purposes of this section, the weekend shall be defined as Saturday and Sunday. The weekend differential will be paid according to Appendix A, Section 11.

4.6 Posting of Schedules. Work schedules shall be posted by the 22nd of the month preceding the schedule. By mutual agreement, the Hospital may change the schedule to trade a nurse's scheduled day for a different day or to change the shift for which the nurse is scheduled. The Hospital will not change the department for which the nurse is scheduled without making a bona fide effort to notify the nurse in advance, except where such notification is infeasible due to emergency or unforeseen circumstances.

Rotation of shifts is by mutual agreement of the Hospital and nurses. However, in the event the Hospital is faced with an emergency situation involving a temporary vacancy which the Hospital is unable to fill with qualified volunteers, or occasional and temporary nurses, then the Hospital may alter a nurses schedule. If volunteers are unavailable and such a temporary vacancy is expected to last at least two (2) weeks, the Hospital will effectuate the filling of such vacancy on a rotating basis among all qualified and available full-time and part-time nurses to last no longer than seven (7) calendar days before another nurse will be rotated into the vacancy. The Hospital will attempt to give each affected nurse as much advance notice of any such change in their work schedule as is possible.

By the 15th of the month, nurses will make known their requests for a different schedule through the normal procedure in place at the implementation of this Agreement.

After the schedule is posted, requests for changes in a nurse's schedule will be by mutual agreement of the nurse and the Hospital. The nurse may be required to secure a qualified replacement for requests made after the schedule is posted.

4.7 Reporting Pay. Nurses who are scheduled to report to work without receiving prior notice that no work is available in their regular assignment shall perform any work related to nursing or the nursing department to which they may be assigned providing they have the necessary skills and orientation to perform the work. When the Hospital is unable to utilize the nurse, such nurse shall be paid an equivalent of four (4) hours times his or her regular rate of pay including applicable differentials. The provision of this section shall not apply if the Hospital makes a reasonable attempt to notify the nurse not to report to work at least two (2) hours before the scheduled time to work. It shall be the responsibility of the nurse to notify the Hospital of his or her current address and telephone number. Failure to do so shall preclude the Hospital from notification requirements and payment of the above minimum guarantee. If a nurse is dismissed before his or her regular shift is over, she shall receive the minimum four (4) hours pay in accordance with the provisions of this section.

4.8 Reclassification of Occasional and Part-time Nurses. A part-time or occasional nurse may request review of his/her status during January and July for the purpose of

changing classification status. The nurse will be reclassified if the personnel department determines that the hours worked or scheduled by the nurse during the previous six (6) months warrant reclassification and such hours of work are expected to continue.

4.9 Home Health. When a Home Health nurse is on-call or on scheduled shift, travel time and time spent consulting with patients on the telephone, shall be considered time worked for the purposes of compensation and overtime when this time is necessary for the performance of the nurse's duties. Travel time does not include (1) commuting to or from a St. Anthony facility at the beginning or end of the workday, (2) the nurse's first home visit when traveling directly from home to the patient's residence unless such distance exceeds the distance commuting from home to the Home Health office then the difference between the two distances will be compensated, or (3) from the last home visit of the day when the nurse travels directly to the nurse's residence after the last home visit unless such distance exceeds the distance commuting from the Home Health office to home, then the difference between the two distances will be compensated.

4.10 Job Sharing. By agreement of the Hospital and the nurses currently filling positions in a particular department, the number of shifts worked by those nurses may be changed on a permanent basis so the nurses share the positions involved. If either nurse can no longer work on that basis, the positions will revert to the normal shifts as previously designated.

4.11 Differentials. Unless otherwise provided for in this Agreement, wherever this contract refers to the payment of shift differentials or other types of premium pay, such payments will be required only for times when the nurse is actually working on a shift to which the differential applies or in the status for which any other premium applies.

ARTICLE 5. EMPLOYMENT STATUS

5.1 The trial period for a newly-hired nurse and for nurses transferred to other departments or positions shall be defined as a period of 90 calendar days. These nurses shall receive a written evaluation at the conclusion of the trial period. During the trial period, newly-hired nurses may not grieve actions involving discipline or discharge. Transferred nurses for reasons of job related performance or other job related considerations may be removed from the position to which they were transferred and

will be placed in a position that is available for which they are qualified. If no such position is available, the nurse will be placed on layoff status with recall rights pursuant to Article 6.9. If within six months a position for which the nurse is qualified then becomes vacant, the nurse will be placed in that position. The trial period for newly-hired nurses may be extended for one additional 90-day period in lieu of terminating the employee.

5.2 No nurse shall be disciplined or discharged without just cause. A non-probationary nurse who feels he/she has been suspended, disciplined or discharged without just cause may present a grievance for consideration under the grievance procedure.

5.3 A nurse shall be shown and, upon request, receive a copy of a disciplinary action form placed in his or her file and may respond within three (3) calendar days. By appointment, nurses shall have the right to review their personnel files during normal administrative office hours. The Association shall have the right, with written authorization from the nurse, to review the nurse's personnel file.

5.4 All nurses regularly employed shall give the Hospital not less than three (3) calendar weeks written notice of intended resignation. The Hospital shall give nurses regularly employed three (3) calendar weeks written notice of termination of employment or, if less notice shall be given, then the difference between the number of days' notice given and the number of working days of advance notice herein required shall be paid to the nurse at his or her regular rate of pay; provided, however, that no such advance notice or pay in lieu therefore shall be required for nurses who are discharged for cause.

ARTICLE 6. MOVEMENT OF PERSONNEL

6.1 As used in this Article, seniority shall be defined as length of continuous employment from the nurse's last date of hire or transfer to a position as a nurse covered by this Agreement. If a bargaining unit nurse accepts a non-bargaining unit position with the Hospital and subsequently returns to the bargaining unit, previous bargaining unit seniority shall be restored (bridged) and seniority accrual shall resume. A nurse who accepts a position in another CHI affiliated facility and later transfers back

to the Hospital after leaving the other CHI affiliated facility shall retain his/her seniority, provided there was no break in service to CHI.

6.2 Seniority shall be terminated if a nurse quits, retires, or is discharged; provided however, if a nurse retires and is rehired by the Hospital within twelve (12) months of separation, or terminates and is rehired by the Hospital within six (6) months of separation, the nurse's original seniority date shall be reinstated and adjusted for the period of retirement or termination.

6.3 The Hospital shall post online all job openings for seven (7) days. Hospital reserves the right to post externally in conjunction with all internal postings. Qualified internal candidates will be given preferential consideration. Additionally, the Hospital will e-mail a listing of job openings to each nurse. The notice shall state the position, shift, department, and the number of hours per week of the available position.

6.4 The Hospital agrees to consider all qualified applicants who apply in writing to the Department of Personnel within the specified time of the posting and the request shall be answered in writing with the Hospital's decision.

6.5 Evaluation Appeals. RNs may request a review of their evaluations by filing a written appeal with the Vice President of Patient Care (or designee).

If desired, the nurse may present the appeal personally with an ONA representative in attendance. The nurse may provide a written response which shall be attached to the evaluation.

The decision of the Vice president of Patient Care will be final and binding and not subject to the grievance procedure.

Appeals, to be timely, must be submitted by January 1 of the following year. The Vice President of Patient Care will consider all appeals on the second Monday and Tuesday of January and will issue a decision on all appeals by January 15.

6.6 Nurses that apply for an open position on their units will be awarded the position on the basis of seniority so long as the nurse has not been disciplined within a year of

the job posting. When there is no in-unit candidate, nurses that apply for an open position outside their unit will be considered on the basis of the following qualifications:

- Past performance, including the average of the last three (3) annual evaluation scores (or fewer, if less than three). Counseling and disciplinary record also will be considered.
- Prior work experience in the area in which the position exists.
- Applicable certifications.
- Competency testing.
- Specialty education.
- Safety record.

Where such qualifications are relatively equal, seniority will prevail. The Hospital will be the sole judge of a nurse's qualifications, provided that the Hospital will not be arbitrary or discriminatory. Nurses covered by this Agreement will be given first consideration over other applicants where qualifications are considered relatively equal by the Employer.

Nurses may file written interest in positions not yet posted. Requests for transfer to different shifts, departments, or hours may be made in writing to the Nursing Service department. Such requests shall be considered for a period of six (6) months should a position of similar makeup become available.

6.7 The successful applicant shall be transferred into the new position within thirty (30) calendar days of his or her selection.

6.8 Low Census. In the event the Hospital temporarily reduces the work force on a given shift in a given unit scheduled hours will be reduced in the following order, provided that the remaining bargaining-unit nurses are oriented, qualified and able to perform the available work and that overtime expense does not result. However, under no circumstance will a non- bargaining-unit nurse take an agreed upon shift away from bargaining unit nurses:

6.8.1 Agency/Traveling nurses who have not yet met their contractual allowable low census.

6.8.2 Nurses on a “difficult to fill” shift/Extra Shift

6.8.3 Volunteers.

6.8.4 Non-voluntary occasional nurses on the affected shift and unit.

6.8.5 Non-voluntary part-time, full-time and traveling nurses who have met their contractual allowable low census, on the affected shift and unit in rotation order determined by counting total lost scheduled work hours due to previous low census. After four (4) consecutive pay periods, the accumulated lost hours shall be erased and the cycle shall begin anew. For the purposes of beginning a new cycle of tracking, the first nurse to be placed on low census will be the nurse with the lowest number of lost hours in the previous cycle.

6.8.6 Nurses will not be displaced by nurses from other shifts or units unless it is their choice to be replaced.

6.8.7 Within sixty (60) days after ratification of this Agreement, the Hospital and PNCC will negotiate a system for recording low census hours. This system will be implemented at the conclusion of the negotiations. Until then, nurses shall be responsible for recording their low census hours (voluntary and involuntary) in a log book maintained on each unit. Inadvertent errors in administering this process shall be reconciled as soon as possible. Issues involving the administration of this section 6.8 may be referred to the Labor Management Committee for review and recommendation.

6.8.8 Nurses who are not needed to report to work at the beginning of their scheduled shift, but needed to work later in the shift shall be put on Low Census/On-Call as described in Article 3, Section 3.5, for the period of time they are not needed. These nurses may be called in at any time during the course of the shift in accordance with section 3.7. Census Time, as described in section 3.9, shall be used when a nurse is released from his or her responsibility to work for the entire day.

6.9 Layoff. A layoff is defined as a reduction in staff due to the complete elimination of a position or a reduction in hours. The Hospital shall have sole discretion in determining whether a job opening exists.

6.9.1 Notwithstanding any other provision of this Agreement, when a permanent or indefinite reduction in force is necessary, nurses will be laid off based on the following order:

- Occasional nurses shall be laid off first.
- Then, if necessary bargaining unit nurses will be laid off by order of seniority (without consideration of part-time or full-time status) with the least senior nurse let go first.

A nurse may be retained out of sequence of seniority if it is determined by Nursing Management in advance that the nurse with greater length of seniority would need more than ten (10) working days of orientation to the new unit he/she's transferring to. The previous sentence does not apply to nurses that are returning to a unit they held a position on in the previous twelve (12) months.

6.9.2 After the decision is made on which positions will be reduced, the nurses subject to layoff will have three options: applying for open positions, displacing the least senior qualified nurse (as determined by section 6.9.1 above), of equal status or less (full-time, part-time or occasional part-time) in a different department, or layoff. If two or more nurses are subject to layoff at the same time, the most senior nurse will have first choice of available options and so on. Displaced nurses have seven (7) calendar days to exercise their options. Subsequently displaced nurses will follow the same procedure. The Hospital also may consider volunteers for layoff in lieu of the selection process.

6.9.3 Nurses who are laid off will be given 14 calendar days' notice of layoff or, will receive pay in lieu of notice for all scheduled days in that 14 day period.

6.9.4 Nurses who are laid off shall be on a recall list for 12 months from the date of layoff.

6.9.5 Recall applies to any available position in the same department of equal status (full-time, part-time or occasional or less). Nurses shall be recalled in reverse

order of layoff provided that the nurse meets the qualifications of the available position. Nurses on the recall list may apply for any open position that may become available.

6.9.6 A nurse shall forfeit all recall rights by failing to notify the Hospital of intent to return to work within five (5) calendar days after personal contact or the date recall notice is sent by certified mail to the nurse's last address on record with the Hospital, whichever is earlier.

6.9.7 The Hospital will pay its share of the insurance premiums for a laid off nurse for the remainder of the calendar month in which the layoff occurred. Laid off nurses may continue the Hospital's insurance under Hospital policy while on layoff.

6.9.8 Laid off nurses will have their original date of hire reinstated if recalled within 12 months of layoff.

6.9.9 The remaining balance in the nurse's EIT bank will be reinstated upon recall if within the 12 months.

6.10 Nurses who are required to float to areas in which they are not properly oriented as per Article 12.6.2 will be assigned only basic nursing functions.

6.11 It will not be the Employer's intent for nurses who are on-call on a scheduled day off to float outside of the department for which they are on-call or replace a regularly scheduled nurse in that department in order for that nurse to float elsewhere, unless there is an urgent or critical need or after a reasonable attempt to find other appropriate staff is unsuccessful. OR nurses are not affected by this section except for the implementation of the Hospital external disaster plan. Department Managers will make a good faith effort to fill vacancies in the posted schedule and unanticipated vacancies that occur after the posting, as soon as the vacancy becomes known and before filling the vacancy with on-call or scheduled floated staff from other units.

6.12 Cross-Training. Nurses may file written interest in cross-training for a particular department. The Hospital will engage in discussions with any nurse filing such an interest in cross-training. Such discussions will result in a written plan of action signed

by the RN, their home manager and the manager of the respective training department. Such plans must have a start date and anticipated duration. At the end of such time, a competency skills checklist must be completed prior to the nurse being deemed “cross-trained” to the area.

ARTICLE 7. HEALTH AND WELFARE

7.1 Medical, Dental, and Vision Plans. Group medical, dental and vision plans shall be provided to all eligible employees. Eligibility, cost, deductibles and co-payments shall be defined by the plan documents. The plans will be the same plans as are provided to all other Hospital employees.

Premium rates will be shared at the following cost ratios:

Effective Jan 2016

Full Time	<u>Core</u>	<u>Basic</u>	<u>HDP</u>
EE	20%	16%	12%
EE+SP	24%	20%	17%
EE+CH	24%	20%	17%
FAM	24%	20%	17%

Part Time	<u>Core</u>	<u>Basic</u>	<u>HDP</u>
EE	24%	20%	17%
EE+SP	30%	25%	22%
EE+CH	30%	25%	22%
FAM	30%	25%	22%

Effective Jan 2017

Full Time	<u>Core</u>	<u>Basic</u>	<u>HDP</u>
EE	23%	16%	12.0%
EE+SP	28%	20%	17.0%
EE+CH	28%	20%	17.0%
FAM	28%	20%	17.0%

Part Time	<u>Core</u>	<u>Basic</u>	<u>HDP</u>
EE	27%	20%	17%
EE+SP	32%	25%	22%
EE+CH	32%	25%	22%
FAM	32%	25%	22%

7.2 Medical, Dental, Disability, Vision and Life Plan Changes. Prior to modifying any of its current plan(s) or providing an alternative plan(s), the Hospital will provide the Association at least thirty (30) days' notice and a review of the plan changes prior to implementation. Plan changes may include options for buy-up provisions. Plan costs, benefits and eligibility requirements, including any changes thereto, shall be the same as for all Hospital employees.

7.3 Disability Plan. The Hospital shall provide a long-term disability plan (basic plan) for its eligible employees. Benefits and eligibility requirements for participation shall be defined by the plan documents.

7.4 Life Insurance. The Hospital shall provide life insurance for its eligible employees. Life insurance benefits and eligibility requirements for participation shall be defined by the plan documents.

7.5 Retirement Program. The Hospital will provide a retirement plan for its eligible employees. Retirement benefits and eligibility requirements for participation shall be defined by the plan documents. If the Hospital modifies its current retirement plan or provides an alternative plan, the Hospital will provide the Association with at least thirty (30) days' advance notice and a review of the plan changes prior to implementation.

7.6 Nurses shall be covered by State Workman's Compensation Insurance or equivalent private insurance coverage.

7.7 Hospital Discounts. Hospital discounts will be the same as provided to all other Hospital employees.

7.8 Pharmacy Discount. The Hospital will provide nurses with the same pharmacy discount that it provides all other Hospital employees.

7.9 The Hospital shall provide Hepatitis B vaccine to nurses who request it at no cost to the nurse if the nurse completes the three-shot series.

7.10 Hospital will negotiate with the Association in the development of an Influenza Masking Policy within sixty (60) days of ratification of this agreement. The parties will look at evidence based practices and legal considerations when developing the policy.

7.11 Laboratory examinations and physical examinations, when required by the Hospital because of exposure to communicable diseases or due to work-related injury or illness, shall be provided by the Hospital, or its workers compensation insurance, at no cost to the nurse.

The Hospital shall also grant at no cost to the nurse HIV tests of the nurse as soon as practicable after the nurse informs the Hospital that she/he believes that she/he may have been exposed to the AIDS virus in the course of his/her duties. At the request of the nurse, subsequent tests will be offered at six (6) weeks, twelve (12) weeks, six (6) months, and one (1) year after the exposure (or as recommended by the Federal Centers for Disease Control).

7.12 When expressly permitted by statute or regulation, the Hospital shall disclose HIV results or other infectious or communicable disease to all nurses directly involved in the care of such patients.

7.13 No nurse shall be expected to operate any equipment or to perform a work assignment that would cause his/her imminent danger, and would reasonably be considered to be unsafe by a normally prudent individual.

7.14 Time lost from work because of quarantine after exposure to a communicable disease at work will be compensated at the nurse's regular rate of pay to the extent not covered by workers' compensation if the nurse is disqualified from nursing duties by the Hospital, when temporary work outside of patient care is not available.

7.15 The Hospital shall continue to make payroll deductions available for a credit union.

ARTICLE 8. PAID TIME OFF

8.1. Full time and part time status RNs accrue paid time off (PTO) each pay period according to their length of service.

8.2 Paid Time Off Accrual. RNs participating in the PTO program shall accrue PTO hours from the date of hire, however during the first 90 days of employment PTO may only be used for absence on a Hospital-recognized holiday (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day).

8.2.1 Hours of accrual are as follows. Full and Part time nurses will earn PTO based on all compensated hours and census time as follows:

PTO Table:			
<u>Years of Service</u>	<u>PTO Earned Per Hour</u>	<u>Max Accrued PTO Per Year</u>	<u>Max Banked PTO Hours</u>
0-5 years	0.096153	200 Hrs	300 Hrs
6-10 years	0.115384	240 Hrs	360 Hrs
11-20 years	0.130769	272 Hrs	408 Hrs
21 years or more	0.138461	288 Hrs	432 Hrs

8.2.2 Banked hours are the number of hours that may be accumulated at any one time. When the maximum is reached, there will be no further accumulation.

8.2.3 If a nurse has reached the maximum PTO accrual and is unable to schedule time off due to the staffing requirements of the department, the maximum PTO provision is waived until such time as the nurse can mutually arrange scheduled time off with the department. This provision shall not apply if the nurse has made no reasonable attempt to apply for PTO during the previous calendar year.

8.3 The Use of PTO

8.3.1 Nurses are asked to make their requests for a week or more of PTO as early as possible. For purposes of this section, a week shall be defined as three (3) consecutive shifts of PTO for nurses working twelve (12) hour shifts, five (5) consecutive shifts of PTO for nurses working eight (8) hour shifts, four (4) consecutive

shifts of PTO for nurses working ten (10) hour shifts and seven (7) consecutive shifts of PTO for nurses working a 7-70 schedule.

Requests for a week or more of PTO made before March 15 for the year (April 15-April 15) will be responded to in writing by April 15. In cases of duplicate requests for the same time off that cannot be accommodated for staffing reasons, the more senior nurse will have preference for the requested time off over the more junior nurse. A nurse may not exercise such seniority preference more often than once every two (2) calendar years. Requests for a week or more of PTO submitted after March 15 will be granted on a first-come-first-served basis without seniority consideration. A written response will be given within fifteen (15) days of the written requests.

Requests for less than a week of PTO are to be submitted by the fifteenth (15th) of the month prior to the posting of the affected schedule. Such requests shall be responded to within fifteen (15) days of their submission if such time exists between the written request and the posting of the schedule.

8.3.2 No one nurse shall be allowed to dominate peak periods of time off, i.e., holidays.

8.3.3 PTO can be used in increments smaller than the normal eight (8) hour day but not in increments less than 1/2 hour.

8.3.4 PTO and banked EIT cannot be used to increase an occasional nurse's status to part time and thus eligibility for benefit accrual.

8.3.5 PTO (and EIT hours, until exhausted) will be paid at the time of use at the nurse's regular hourly wage rate (including differentials) on the nurse's regularly scheduled shifts.

8.4 PTO in Lieu of Sick Time. PTO is used for brief periods of personal illness not to exceed three (3) consecutive work days or 24 consecutive work hours. PTO is also used when an employee wishes to remain home because of illness in the family.

8.4.1 The first three (3) consecutive work days, or 24 consecutive work hours, whichever occurs first, of each absence not requiring hospitalization must be taken from PTO. This applies to each separate episode of illness or injury.

8.4.2 An RN, or his/her designee if the RN is unable, must call his/her supervisor and give the minimum required notice prior to the time he/she is to report to work in the event he/she or a member of the family is ill. The minimum required notice is two (2) hours prior to the start of the shift.

8.4.3 If a nurse becomes ill during a period of previously scheduled PTO, the nurse must notify Human Resources and may switch to benefits available under the Extended Illness Bank on the fourth (4th) day of illness for the duration of the illness if she is admitted to a hospital. The Hospital reserves the right to request a physician's verification of illness or injury along with permission to return to work.

8.4.4 When an RN returns from any sick leave, proof of illness may be required in the form of a physician certificate which shows the nature of the illness, current health status, and any limitations which the illness or injury may have placed on the RN's ability to perform his/her current job.

8.4.5 It is the RN's responsibility to keep their supervisor advised as to the expected date of return from an illness or injury. RNs are expected to call in each day unless they have made arrangements with the appropriate supervisor for an approved absence for a specified time.

8.4.6 Preventive Care. PTO time may be used for preventive health and dental care.

8.5 Discharge, Quit Without Proper Notice, PTO Termination. RNs who terminate employment after the completion of the trial period and who give minimum required notice shall be paid for any accrued, but unused, PTO time. Nurses who terminate within the trial period shall not be paid for any accrued PTO. Nurses who change from full time or part time to occasional status shall be paid their accrued but unused PTO on

their next regular paycheck. PTO may not be used in lieu of the minimum required notice of termination.

8.6 Extended Illness Time (EIT). EIT banks will no longer accrue new hours but may be banked for the term of employment and utilized to supplement Short Term Disability (STD) waiting periods and to supplement the STD 20%-40% wage recovery discount. Nurses will still be eligible for the EIT Cashout outlined in the Letter of Agreement at the end of this contract.

EIT is the time available for the nurse who may be hospitalized or have extended periods of disability or injury which would otherwise deplete accumulated PTO time. It is used only for the personal disability or injury of the nurse who accumulated EIT. EIT is considered to be a form of wage insurance and a means of maintaining a healthful, safe environment for patients and nurses. It is designed to protect nurses from loss of income due to their own incapacity caused by disability, injury or illness. EIT is not considered a monetary benefit that nurses receive for good health, except as stated earlier. Rather, it is an additional security like health insurance.

8.6.1 Nurses that change from full time or part time status to occasional or temporary status shall not forfeit accrued EIT. However, accrued/unused EIT shall not be available until such time as the nurse returns to full time or part time status.

8.6.2 Should the nurse return to full time or part time status without a break in service, his/her time on occasional status shall be considered years of service for purposes of rate of accrual.

8.6.3 The first three (3) scheduled work days of absence for Bereavement for a death in the nurse's family, may be withdrawn from the nurse's banked PTO or EIT account. Nurses who do not have banked PTO or EIT benefits may take three (3) scheduled work days off without pay. During the course of bereavement, nurses may use accrued EIT for the first three (3) days. Any additional days taken pursuant to OFLA/FMLA guidelines would use banked PTO if available.

The family is defined as parents, guardian or foster parents, spouses, children, adopted children, those under a legal guardianship, siblings, grandparents, grandchildren, in-law

equivalents of the above, spousal equivalents, and any person permanently living in the household.

8.7 Use of EIT.

8.7.1 A nurse who has an invasive diagnostic or therapeutic procedure performed in a hospital or invasive diagnostic or invasive therapeutic procedure in a clinic setting as an outpatient with resultant time loss will utilize EIT immediately.

8.7.2 The first three (3) scheduled work days of absence for Bereavement for a death in the nurse's family, may be withdrawn from the employee's EIT account. Nurses who do not accrue EIT benefits may take three (3) scheduled work days off without pay.

The family is defined as parents, guardian or foster parents, spouses, children, adopted children, those under a legal guardianship, siblings, grandparents, grandchildren, in-law equivalents of the above, spousal equivalents, and any person permanently living in the household.

8.8 Short-Term Disability (STD). The Hospital will pay for a Short-Term Disability plan for all full and part-time nurses. This plan will pay 80% of the nurse's salary for the first five (5) weeks of an illness/injury following the seven (7) day elimination period, and then 60% of the nurse's salary for an additional twenty (20) weeks. During this seven (7) day elimination period, the nurse will have the option of using PTO or banked EIT to supplement. Benefits and eligibility requirements shall be controlled by the plan documents. Any changes or modifications to the STD plan will be submitted to the ONA within thirty (30) calendar days of the implementation date for review.

ARTICLE 9. UNPAID LEAVES OF ABSENCE

9.1 Any employee who has been employed for one full year, or as otherwise provided by law, may request an unpaid leave of absence. In addition, those employees who will be absent from the workplace and will be claiming paid time off for a period exceeding 45 calendar days must request a leave of absence. A written request for a leave of absence must be submitted at least 30 days, where possible, prior to the intended start date. The Hospital shall respond in writing within 7 calendar days of receipt of the written request. The Hospital shall consider the purpose and length of the

request as well as the needs of the department in determining whether to grant a leave of absence.

9.2 Reinstatement

9.2.1 At the request of a nurse who will be on leave of absence for three (3) months or less, the Hospital will attempt to fill the nurse's position on a temporary basis during the leave of absence so that the nurse may return to it after expiration of the leave. The availability of a temporary replacement may be considered by the Hospital in considering whether to grant the requested non-medical leave of absence or any extension of the leave. If it becomes necessary during the leave to fill the position permanently, the nurse on leave will be reinstated after the leave in accordance with the following paragraph.

9.2.2 The Hospital will give fourteen (14) days notice to the nurse before filling his/her position with a permanent replacement in order to give the nurse the opportunity to return to his/her position.

9.2.3 When a nurse returns to duty in compliance with an authorized leave of absence, she shall be reinstated in the same area and shift in which she was employed before commencement of leave if a position is available. However, if a position is not available or if conditions have so changed that it would be unreasonable to reinstate his or her in the same area and shift, the Hospital will reinstate his or her in an area and shift as nearly comparable to his or her original area and shift utilizing the qualifications described in Section 6.6.

9.2.4 A nurse granted a pregnancy, medical, parental, family, military, workers' compensation or other leaves in accordance with applicable state and/or federal law shall be reinstated to his or her former position per such applicable law.

9.3 An employee who intends to return prior to the indicated date must consult with their department head at least seven (7) days prior to the intended date of return.

9.4 Any employee who fails to return by the date indicated on the request shall be considered a voluntary resignation.

9.5 All employees on a leave of absence must report their status to the Human Resources Department or their department head once every 30 days or they may be subject to termination (exceptions: educational leave, parental leave).

9.6 Except by mutual agreement between the nurse and employer, nurses shall utilize any PTO or EIT benefits, as applicable, accrued before commencement of a leave of absence.

9.7 Once PTO/EIT benefits have been exhausted, Hospital paid insurance coverage will end; provided, however, the Hospital will continue coverage of medical insurance for any nurse on an approved leave granted pursuant to the federal Family Medical Leave Act. Any nurse on a leave for other reasons may continue coverage under the medical insurance plan, but will be required to pay the entire monthly premium by the first day of each month while on leave.

9.8 Benefit accruals will cease upon beginning any unpaid leave of absence. Any requests for extension of a leave of absence must be made in writing and must be received in the Human Resource Department prior to the original leave of absence expiration.

9.9 Types of Leave

9.9.1 Personal Leave of Absence. A personal leave of absence may be granted for a period not to exceed 30 calendar days.

9.9.2 Medical Leave of Absence. A medical disability leave of absence for personal illness or injury may be granted for a period equal to a nurse's length of employment, not to exceed one year. A physician's statement explaining the basis for the leave must be submitted along with the request.

9.9.3 Educational Leave. An educational leave may be granted for a period not to exceed one year if it is for educational purposes directly related to the employee's job and related skills or professional abilities.

9.9.4 Good Samaritan Leave. A good Samaritan leave may be granted on a case by case basis if it is for the purpose of providing care in an emergency or humanitarian relief situation.

9.9.5 Other Leaves. The Hospital will provide pregnancy, medical, parental, family, military, workers' compensation, and other leaves in accordance with applicable law, notwithstanding any provisions to the contrary contained in this Agreement. Personal and medical leaves of absence provided for above shall run concurrently with any leave available under applicable state or federal law.

ARTICLE 10. MISCELLANEOUS PAID TIME

10.1 Jury Duty. A nurse who is required to perform jury duty will be permitted the necessary time off to perform such service, and she will be paid the difference between his or her regular straight-time pay for the scheduled work days she missed and the jury duty pay received (less mileage). Regularly scheduled night shift nurses who serve as a juror shall receive the scheduled shift off after jury duty that day. This shall not apply to a nurse who reports for jury duty and is released that day. The nurse must make arrangements with his or her supervisor prior to the actual jury service. The nurse must furnish a signed statement from a responsible officer of the court as proof of jury duty service and jury duty pay received.

10.2 Witness

10.2.1 A nurse who is required to testify in a legal proceeding on behalf of the Hospital will be compensated at the straight time hourly rate of pay for all time spent in official trial and pretrial discovery proceedings, less any witness pay received.

10.2.2 A nurse who is subpoenaed to appear as a witness in a legal proceeding to which the Hospital is not a party to testify concerning matters involving the nurse's employment at the Hospital or involving events which took place while performing such

duties will be paid the difference between his or her regular straight-time pay for the scheduled work days she missed and the witness pay received (less mileage).

10.2.3 A nurse who is subpoenaed to appear as a witness concerning matters not directly related to his or her employment at the Hospital shall be granted the time off.

10.2.4 The nurse must make arrangements with his or her supervisor prior to the actual witness service. The nurse must furnish a copy of the subpoena or other official document as proof of witness service and witness service pay received.

ARTICLE 11. PROFESSIONAL NURSE CARE COMMITTEE

11.1 Recognition. A Professional Nursing Care Committee (PNCC) shall be established at the Hospital.

11.2 Responsibility. The Hospital recognizes the function of the Nursing Care Committee to make objective recommendations with regard to nurse practice and patient care issues and will duly consider such recommendations and will respond to the Committee in writing in a timely fashion. In regard to nursing practice and patient care issues, the primary function of the Committee shall be limited to an advisory rather than a decision-making capacity.

The PNCC may also serve the dual purpose of acting as the Paid Education Committee described in section 12.5.

11.3 Objectives. The objectives of the Committee shall include:

11.3.1 To consider nursing practice constructively;

11.3.2 To work constructively for the improvement of patient care and nursing practice;

11.3.3 To recommend to the Hospital ways and means to improve patient care;

The Committee shall exclude from discussion any matters which are proper subjects to be processed through the Grievance procedure or involving the interpretation of this Agreement.

11.4 Composition. The Committee shall be composed of up to five (5) Registered Nurses employed by the Hospital and covered by this Agreement, elected by the bargaining unit and up to five (5) members representing nursing/hospital administration, including the Vice President of Nursing. Nurses may be allowed up to two hours to caucus without management prior to the joint session.

11.5 Frequency of Meetings. The Committee may schedule meetings on a quarterly basis or as mutually agreed. Should the Hospital's representatives be unable or unwilling after two consecutive attempts to schedule a meeting, the bargaining-unit nurses will be allowed to schedule a meeting at their own convenience, and meet with or without the Hospital's representatives. Each Committee member shall be entitled to their straight-time rate of pay for attendance at each meeting. The Committee shall prepare an agenda and keep minutes of all meetings, copies of which shall be provided to the committee and the Association within seven (7) calendar days of the meeting.

ARTICLE 12. PROFESSIONAL DEVELOPMENT

12.1 In-service Education. The Hospital agrees to provide a continuing in-service education program pertinent to the functioning of nurses in the Hospital. At least two (2) weeks advance notice shall be given for regularly scheduled in-service educational programs whenever possible. When reasonably possible, the Hospital shall make programs available to all shifts. In the event a nurse is required to attend an in-service program outside the nurse's normal working hours, the nurse shall be compensated for time spent at such functions at their applicable rate of pay, including overtime, if appropriate for hours worked.

12.2 Certification. The Hospital shall provide CPR/BLS certification for all nurses covered by this Agreement. The Hospital shall ensure that training for ACLS/TNCC/NALS and new equipment or new procedures is provided for nurses working in affected positions and to compensate nurses for authorized time spent and appropriate expenses incurred in such newly required training.

12.3 Education Time. Nurses may request educational time to attend professional activities, educational workshops, seminars, continuing education programs, and ONA sponsored nursing educational programs.

12.4 The request for educational time with pay to attend an educational function will be submitted for initial consideration to the Department Manager or his or her designee, prior to the posting of that month's schedule, by filling out the appropriate request form. Consideration will be based on workshop or meeting content and available funds. The Department Manager or his or her designee, shall respond in writing within five(5) calendar days of the receipt of the request. A denial of education time may be appealed the PNCC. The PNCC decision shall be considered final.

12.5 Paid Education Funding. The Hospital shall annually budget \$500 per full-time and \$350 per part-time nurse that will go into a communal pool to be granted to individual nurses for expenses they incur. Expenses related to mandatory or other Hospital selected educational programs will not be deducted from the education fund. At their option, nurses may elect to have expense funds for tuition for training which has been approved by the Hospital paid directly to the training institution in advance of attending the event, with a minimum of 30 days prior written notice submitted to their Department Manager or his/her designee.

In addition, receipts submitted for prepaid airfare will be paid to the nurse in advance of attending the event, with a minimum of thirty (30) days prior written notice submitted to the nurse's Department Manager or designee; provided that, if the nurse does not attend the conference for which airfare has been advanced, the advance will be repaid immediately, unless the nurse's cancellation is requested by the Hospital. If not repaid within ten (10) calendar days of cancellation of participation, the Hospital will be deemed authorized to withhold the airfare advance from the nurse's future pay.

Nurses shall make such requests in writing to the Department Manager or designee on an appropriate form. The Department Manager or designee will respond in writing to requests within five (5) calendar days of receiving the nurse's request. Copies of all requests and responses shall be given at the same time to the PNCC and Vice President of Nursing. The PNCC shall post a cumulative quarterly report on the

Association bulletin boards of the names of nurses making requests, the name/description of the education program

12.5.1 Once an American Board of Nursing Specialties (ABNS) recognized certification has been successfully obtained, nurses may submit to the PNCC, up to \$500 in ABNS recognized certification expenses and fees for reimbursement. These funds are to be granted from the communal pool described in 12.5. Additionally, only the first such certification will be reimbursed

12.6 New Employees with six (6) months or less of prior hospital nursing experience:
The Hospital will:

12.6.1 Only assign nurses with over nine (9) months prior nursing experience Charge Nurse responsibility. The PNCC may decide to increase the required experience based on feedback it receives from the bargaining unit and evidenced base best practices. Any staffing shortage caused by this provision will be addressed as described in Article 4.6.

12.6.2 For three (3) months, not count new employees without prior hospital nursing experience as part of the staff matrix or assign these nurses a full patient load without a preceptor.

12.6.3 Assign a RN experienced in the applicable nursing unit to precept new employees without prior hospital nursing experience. The preceptor will be in close and direct supervision of the new employee during the new employees first three (3) months of employment.

12.7 New employees with more than six-months of prior hospital nursing experience and Department Transfers. Nurses newly hired to departments that they have no previous recent experience will be oriented for a period of time which may vary depending upon the nurse's experience and job duties as mutually agreed upon by the Department Manager, the orienting nurse and the nurse providing the orientation. Each department will develop specific competencies which must be met before a nurse is determined to be able to carry an independent patient load.

ARTICLE 13. GRIEVANCE PROCEDURE

13.1 The purpose of this Article is to provide a sole method for the settlement of disputes arising from the interpretation and application of any provision of this Agreement. Any such dispute shall be defined as a grievance and must be presented and processed in accordance with the following steps, time limits and conditions provided herein, except that by mutual consent, grievances may be advanced or referred back for consideration, and time limits may be adjusted. It is the intent of the parties that grievances be adjusted informally, whenever possible.

13.2 STEP 1. Any nurse may first present a grievance to the Department Manager within thirty (30) calendar days of the date of occurrence or when the nurse should have reasonably known of the occurrence. The written grievance shall describe the conduct which allegedly occurred, state the section of the Agreement allegedly violated, and the remedy sought. The Department Manager shall give a written decision to the grievant, with a copy to the Association, within fifteen (15) calendar days of receipt of the grievance. If the nurse is dissatisfied with the decision of the Department Manager, the nurse may pursue the matter further by submitting the grievance to the Vice President of Nursing, or his or her designee, within fifteen (15) calendar days from the postmarked date of certified mailing or personal delivery to the grievant or his or her Association representative of the department supervisor's response or date when the response was due if none is given.

13.3 STEP 2. The Vice President of Nursing shall meet with the grievant and a representative of the Association, within fifteen (15) calendar days of receipt of the grievance and attempt to resolve the matter. The Association may effectuate a grievance on behalf of a nurse or a group of nurses at this Step, subject to the same initial thirty (30) days filing period. The Vice President of Nursing shall have fifteen (15) calendar days in which to respond in writing to the grievant with a copy to the Association. If the matter is not resolved at this Step, the grievant or the Association may pursue the matter further by submitting the written grievance to the Hospital Administrator within fifteen (15) calendar days from the postmarked date of certified mailing or personal delivery to the grievant or his or her Association representative of the Vice President of Nursing's response, or when the response was due if none is given.

13.4 STEP 3. The Administrator, or designee, shall meet within fifteen (15) calendar days after the grievance is presented, with the grievant and a representative of the Association in an attempt to resolve the matter. The Administrator will advise the grievant(s) and the Association of his or her decision in the matter within fifteen (15) calendar days from the date of the last meeting.

13.5 A grievance involving a discharge shall be instituted at Step 3 with the Administrator or his or her designee within fifteen (15) calendar days from the date of discharge.

13.6 Nurse Grievance Representatives from within the bargaining unit may service grievances. The Association shall notify the Hospital of those nurses authorized to represent the Association in such proceedings.

13.7 If the grievance is not settled on the basis of the Grievance Procedure, the grievance may be appealed in writing to final and binding arbitration within fifteen (15) calendar days from the postmarked date of certified mailing or personal delivery to the grievant or his or her Association representative the written answer from the Administrator in Step 3, or when the response was due if none is given. The Appeal to arbitration shall be in accordance with the procedure set forth below.

a) Within five (5) calendar days of the notification that the dispute is submitted for arbitration, the Hospital and the Association shall attempt to agree on an Arbitrator. If the Hospital and the Association fail to agree on the Arbitrator, a list of seven (7) Arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the Arbitrator. A flip of a coin shall determine which party strikes the first name.

b) The award of the Arbitrator shall be final and binding on all parties.

13.8 The Arbitrator shall render his/her decision within thirty (30) days of the close of the arbitration hearing unless both the Association and the Hospital agree, in writing, to permit a longer period. It is the duty of the Association Representative and the Hospital Representative to bring this paragraph to the attention of the Arbitrator.

13.9 The expenses and fee of the impartial Arbitrator are to be borne equally by both parties. Each party shall bear the cost of presenting its own case.

13.10 Whenever possible, grievance meetings will be scheduled during the grievant's off-duty hours.

ARTICLE 14. UNINTERRUPTED PATIENT CARE

It is recognized that the Hospital is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the nurse and the Association. During the term of this Agreement, neither the Association nor its members, agents, representatives, employees, or persons acting in concert with them shall incite, encourage, support or participate in any strike, sympathy strike, picketing, hand-billing critical of the Hospital, walkout, slowdown or other work stoppage of any nature whatsoever. Upon notification, to be confirmed in writing, by the Hospital to the Association that certain nurses are engaging in such activity, the Association shall advise such nurses orally and in writing (with a copy to the Hospital) to cease such activity and return to work immediately and the consequences of any refusal to do so. Any nurse participating in any strike, sympathy strike, picketing, hand-billing critical of the Hospital, walkout, slowdown or other work stoppage will be subject to discipline, up to and including termination. The Hospital agrees that there shall be no lockouts of nurses during the term of this Agreement.

ARTICLE 15. ASSOCIATION PRIVILEGES AND LIMITATIONS

15.1 The Hospital agrees that accredited representatives of the Association, upon reasonable and proper introduction, shall have reasonable access to the premises of the Hospital at mutually agreeable times. The Association agrees that such visits will cause no disruptions or interruptions of work.

15.2 The Hospital shall provide two (2) foot by two (2) foot of bulletin board space in the lounge or report room of the following locations for posting of Association materials. All postings shall be professional in nature and not include any type of defamatory material:

ER;
OR/Recovery Room;
CCU;
FBC;
Med-Surg;
Home Health;
Day Surgery.

15.3 Labor Management Committee. A Labor-Management Committee may be formed at the request of either party. The Committee shall be comprised of an equal number of bargaining unit representatives and management representatives, not to exceed a total of six (6), or three (3) each. The ONA Labor Relations Representative may be included as a bargaining unit representative. The Committee shall meet as needed at the request of either party for the purposes of discussing labor/management issues. Nurses shall receive their regular rate of pay for attendance at any meetings of the Committee.

ARTICLE 16. MANAGEMENT PREROGATIVE & SCOPE OF AGREEMENT

16.1 Management Prerogative. The management and direction of the Hospital and the employees, including but not limited to the right to hire, layoff, promote, demote, transfer, discharge, or discipline for cause, to subcontract work, to make and enforce work rules, regulations and personnel policies and procedures, to require reasonable overtime, to maintain discipline of the employees and efficiency of the Hospital, to determine job duties, job assignments and working schedules, and to determine the services to be provided, the kind and location of facilities, the methods and procedures to be followed, and the staffing and equipment required, are vested exclusively in the Hospital, provided the Hospital shall not exercise these rights in violation of the provisions of this Agreement. The parties recognize that the above statement of management prerogatives is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function.

16.2 Scope of Agreement. The Hospital and the Union acknowledge that during the negotiations that resulted in this Agreement, each party had and exercised the unlimited

right and opportunity to make demands and proposals with respect to any lawful and proper subjects of collective bargaining.

This Agreement fully and completely incorporates all such understandings and agreements and supersedes all prior agreements, understandings, past practices, oral or written, expressed or implied. Accordingly, this Agreement alone shall govern the entire relationship between the parties and shall be the sole source of any and all rights which may be asserted in arbitration hereunder or otherwise.

Unless specifically provided to the contrary, past practices shall not be binding on the Hospital. The Hospital will communicate any changes in past practices to the Association and the nursing staff in advance of the change.

By reason of the foregoing the Hospital and the Union for the duration of this Agreement voluntarily and unqualifiedly waive any and all rights to negotiate, discuss, or bargain collectively with respect to any subject not specifically referred to or covered by this Agreement, even though such subject or matter may have been discussed as part of negotiations or may or may not have been within the knowledge or contemplation of either or both parties, at the time of negotiation and/or execution of this Agreement.

ARTICLE 17. APPENDICES

Appendices A, B, C, D, and E are intended to be a part of this Agreement and by this reference are made a part hereof.

ARTICLE 18. SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through governmental regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 19. AMENDMENTS

Any provision of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto in writing, without in anyway affecting any of the other provisions of this Agreement.

ARTICLE 20. DURATION AND TERMINATION

20.1 This Agreement shall be effective the first pay period following ratification and shall remain in full force and effect through December 31, 2017, and annually thereafter unless either party serves notice hereto on the other to amend or terminate the Agreement as provided in this Article.

20.2 This Agreement may be opened by either party upon written notice to the other of their intent to modify, amend or terminate this Agreement at least ninety (90) days before the anniversary date.

20.3 This Agreement may be opened by mutual agreement of the parties at any time. IN WITNESS WHEREOF the parties have hereunto executed this Agreement effective the 30th day of December, 2014.

OREGON NURSES ASSOCIATION

FOR ST. ANTHONY HOSPITAL

By: *ASD RN*
Title: *Labr Rep*
Date: *2/20/15*

By: *[Signature]*
Title: *PRESIDENT*
Date: *2/20/15*

Tammy Graham RNPSU CNOR
Tammy Graham, RN, Chair

Elizabeth Michael MNC-OB, IBCLC
Elizabeth Michael, RN, Vice-Chair

Lacey Hemphill RN BCEN
Lacey Hemphill, RN, Secretary

Janice Carey RNBSW CMSRN
Janice Carey, RN, Treasurer

K. Albitre
Kathleen Albitre, RN, Membership Chair

Galen Thompson RN CCRN
Galen Thompson, RN, Grievance Chair

Margie Gutierrez
Margie Gutierrez, RN, Professional
Nursing Care Committee Chair

Emily Staigle RNBSN
Emily Staigle, RN, At-Large Member

Erik Ilg RN
Erik Ilg, RN, At-Large Member

[Signature]
Olivia Larson

APPENDIX A

1. Salary Schedule. The salary schedule for a Registered Nurse working on the day shift shall be:

Steps	Current	1/1/2015	1/1/2016	1/1/2017
		2.00%	2.50%	2%
Base /Step 1	\$28.88	\$29.46	\$30.19	\$30.80
1yr/Step 2	\$29.97	\$30.57	\$31.33	\$31.96
2yr/Step 3	\$31.08	\$31.70	\$32.49	\$33.14
3yr/Step 4	\$32.19	\$32.83	\$33.65	\$34.33
4yr/Step 5	\$33.25	\$33.92	\$34.76	\$35.46
5yr/Step 6	\$34.43	\$35.12	\$36.00	\$36.72
7yr/Step 7	\$35.78	\$36.50	\$37.41	\$38.16
9yr/Step 8	\$37.22	\$37.96	\$38.91	\$39.69
11yr/Step 9	\$38.82	\$39.60	\$40.59	\$41.40
13yr/Step 10	\$39.63	\$40.42	\$41.43	\$42.26
15yr/Step 11	\$40.44	\$41.25	\$42.28	\$43.13
17yr/Step 12	\$41.86	\$42.70	\$43.76	\$44.64
19yr/Step 13	\$43.63	\$44.50	\$45.62	\$46.53
21yr/Step 14	\$44.93	\$45.83	\$46.97	\$47.91
23yr/Step 15	\$46.27	\$47.20	\$48.38	\$49.34
25yr/Step 16	\$47.66	\$48.61	\$49.83	\$50.83

Implementation Date. Wage increases, longevity steps and increases in other forms of compensation set forth in this Agreement shall become effective at the beginning of the first full payroll period on or after the calendar date designated.

Newly hired nurses with less than one year of relevant nursing experience will be placed at the base wage. Newly hired nurses with more than one year of relevant nursing experience will be placed at the step that reflects their years of experience minus one year, but not to exceed the 17th year (step 12). Effective January 1, 2017, the cap will be increased to the 19th year (step 13). A nurse will move to the next increment on the first full pay period following their Hospital anniversary date until she/he reaches the fifth (5th) increment. After reaching the fifth (5th) increment, a nurse will move to the next increment, every two (2) years on the first full pay period following their Hospital anniversary date.

Within sixty (60) days of ratification and sixty (60) days after January 1st, 2017, currently employed nurses may ask for a review of their experience. The Hospital will move a nurse up the step scale based on the nurse's relevant nursing experience, effective the first full pay period after the review was requested.

A nurse will be eligible for a longevity step on their Hospital anniversary date providing:

1.1 The nurse has completed all mandatory in-service, education and training required by Hospital policy, JCAHO or law.

1.2 The nurse has met all licensure, certification and/or competency requirements.

2. Differentials Shift Differential

2.1 Nurses working an 8-hour shift shall be eligible for the evening shift differential when at least one-half (1/2) of the scheduled hours of their work shift fall between the hours of 3:00 p.m. and 11:00 p.m.

2.2 Nurses working an 8-hour shift shall be eligible for the night shift differential when at least one-half (1/2) of the scheduled hours of their work shift fall between the hours of 11:00 p.m. and 7:00 a.m.

2.3 The shift differential shall apply to all hours worked during that shift.

2.4 The evening shift differential shall be \$2.50 per hour.

2.5 The night shift differential shall be \$4.75 per hour.

Charge Nurse Differential. Nurses who perform Charge Nurse Duties assigned to them, shall receive a premium of \$1.75 per hour for all hours when working as a designated Charge Nurse.

Preceptor Differential. A preceptor is a nurse who is assigned by the Employer to precept students, new graduate nurses, newly hired nurses and nurses transferring to a different nursing unit requiring orientation. Designated preceptors shall receive \$1.25

per hour for all assigned preceptor hours. A nurse who accepts the responsibility for a student (e.g. nursing student in Reflective Practice, scrub technologist, etc..) under his/her state license, with the responsibility of teaching the student specific course objectives, shall be considered to be a preceptor, and will receive the preceptor differential under this section.

Cross-Trained Nurse Differential. Nurses with appropriate training, competency and ability to work in another unit are considered to be cross trained and will receive \$1.50 per hour for accepting a patient load in a unit outside their home department. This differential will not apply to resource nurses who do not share in the low census system.

3. On-Call/Call-Back. Effective the first pay period following ratification, nurses placed on "on-call" shall be paid the sum of \$5.25 per hour (\$5.75 on holidays) for the hours they remain "on-call." When called, such nurses shall stop receiving "on-call" pay and shall be paid 1.5 times their base rate for actual hours worked, with a minimum of one (1) hour unless waived by the nurse. Nurses who have been receiving the "on-call" rate while on call-back at the implementation of this Agreement, shall be red-circled and continue to receive the "on-call" rate while on call back so long as they continue employment. This premium shall not apply to nurses hired after the implementation of this Agreement.

Effective the first pay period following ratification, Nurses placed on "low-census/on-call" shall be paid the sum of \$5.25 per hour (\$5.75 on holidays) for the hours they remain "on-call." When called, such nurses shall stop receiving "on-call" pay. If the nurse is called back and works less than 50% of the scheduled shift, the nurse shall receive 1.5 times the nurse's base rate for actual hours worked, with a minimum of one (1) hour unless waived by the nurse. If the nurse is called back and works 50% or more of the scheduled shift, the nurse shall receive the nurse's base rate of pay for actual hours worked.

An OR/PACU nurse who remains working in the Hospital into a scheduled on-call assignment will receive call-back pay (1 ½ x base rate; or 2 x base rate, if RN is working into a scheduled call assignment on a holiday) for hours worked during the scheduled call period.

An OR/PACU nurse not scheduled for on-call who is called in for an emergency OR case shall be paid call-back (1 ½ x base rate; or 2 x base rate, if RN is working into a call assignment on a holiday) for hours worked on the emergency, with a minimum of 1 hour.

4. House Supervisor Relief. A nurse temporarily assigned to relieve a house supervisor shall receive a premium of \$1.75 per hour.

5. Auto Allowance. Nurses required to use their own automobile during working hours shall be reimbursed at the IRS mileage rate.

6. Committee Attendance. Nurses shall receive their regular rate of pay, and overtime when applicable, for attendance at committee meetings at the request of the Hospital.

7. Holiday Pay. Nurses required to work a recognized holiday shall receive one and one-half (1-1/2) times the nurse's regular rate of pay for all hours worked on the holiday. Nurses required to be on-call for the entire 24 hour holiday period shall be paid double time for all call-back hours worked in the 24 hour holiday period. Holiday pay for those holidays listed below shall be applicable to the 24-hour period commencing with the beginning of the day shift of the holiday, except Christmas when holiday pay will be paid for hours worked between 7:00 p.m. on December 24 and 7:00 p.m. on December 25.

New Year's Day	Memorial Day
4th of July	Labor Day
Thanksgiving	Christmas

8. Certification Differential. Nurses who have obtained an ABNS recognized certification that has been approved by the PNCC and Vice President of Nursing, shall be paid a differential of \$1.00 per hour for each certification and for each hour worked. Each such certification will be payable when working in an area for which the nurse is certified, when working in a comparable unit, or when floated to another nursing unit. The PNCC will be responsible for creating a process for approving Certifications for payment of this differential and for determining if a nurse is working in a comparable unit by reviewing submitted certification course objectives and the nurse's assigned duties.

The PNCC will submit their recommendations to the Vice President of Nursing for final approval.

9. All occasional nurses shall receive a fifteen percent (15%) increase in their base rate of pay in lieu of all benefits.

10. Weekend Differential. Any nurse who works on a weekend shall receive \$1.50 per hour for each hour worked on the weekend in addition to the nurse's regular rate of pay. The weekend differential will not be considered a part of the regular rate of pay for overtime differential pay calculations unless required by the Fair Labor Standards Act. For differential pay purposes, the weekend shall be defined as all hours between 7:00 p.m. Friday and 7:00 p.m. Sunday. By majority vote of a nursing unit, the forty eight (48) hour weekend period (start and end time) may be changed by that nursing unit. Once declared in writing, the weekend designation shall apply to all nurses in that nursing unit. Differential pay provided for in this section shall not apply to time spent for voluntary educational purposes.

11. Advanced Degree. Any nurse with a Bachelor's or Master's of Science in Nursing or healthcare related field shall be paid a differential of \$1.00 per hour. Such differential shall be incorporated into the base rate of pay for each nurse having such education. Note: the PNCC will determine which "healthcare related field" degrees will qualify for this differential.

APPENDIX B

1. "7/70" Work Schedule. The Hospital may utilize 7/70 work schedules. Where 7/70 work schedules exist, they shall operate as follows:

1.1 The work week shall be Sunday through Saturday. The work schedule shall be seven (7) consecutive ten (10) hour shifts with four (4) days worked one week and three (3) days worked in the second week followed by seven (7) days off.

1.2 Overtime at the rate of one and one-half (1-1/2) times the nurse's regular rate of pay shall be paid for the following conditions:

1.2.1 Work in excess of ten (10) hours in the work day.

1.2.2 Work in excess of forty (40) hours in the work week.

1.3 A nurse working under this agreement shall be considered full-time if she is regularly scheduled seventy (70) hours in a two (2) week period.

1.4 A nurse working a 10-hour shift shall be eligible for the evening shift differential when at least one-half (1/2) of the scheduled hours of their work shift fall between the hours of 3 p.m. and 11 p.m. Nurses working a 10-hour shift shall be eligible for the night shift differential when at least one-half (1/2) of the scheduled hours of their work shift fall between the hours of 11 p.m. and 7 a.m.

1.5 All terms and conditions of the master collective bargaining agreement shall apply to nurses working under this agreement unless expressly amended by this agreement.

2. "4/10" Work Schedule. The Hospital may utilize 4/10 work schedules. Where 4/10 work schedules exist, they shall operate as follows:

2.1 The work week shall consist of four (4) ten (10) hour shifts.

2.2 Each work shift shall consist of ten (10) consecutive hours.

2.3 Overtime at the rate of one and one-half (1-1/2) times the nurse's regular rate of pay shall be paid for the following conditions:

2.3.1 Work in excess of ten (10) hours in the work day.

2.3.2 Work in excess of forty (40) hours in the work week.

2.4 A nurse working a 10-hour shift shall be eligible for the evening shift differential when at least one-half (1/2) of the scheduled hours of their work shift fall between the hours of 3 p.m. and 11 p.m. Nurses working a 10-hour shift shall be eligible for the night shift differential when at least one-half (1/2) of the scheduled hours of their work shift fall between the hours of 11 p.m. and 7 a.m.

2.5 All terms and conditions of the master collective bargaining agreement shall apply to nurses working under this agreement unless expressly amended by this agreement.

APPENDIX C

The Hospital may utilize 12-hour shift work schedules. Where 12-hour shift work schedules exist, they shall operate as follows:

1. The workweek shall be Sunday through Saturday. The work schedule shall be six (6) twelve (12) hour shifts in a two (2) week period.

2. Overtime at the rate of one and one-half (1-1/2) times the nurse's regular rate of pay shall be paid for the following conditions:

A. Work in excess of twelve (12) hours in the work day.

B. Work in excess of thirty-six (36) hours in the work week.

3. A nurse working under this agreement shall be considered full-time if she is regularly scheduled seventy-two (72) hours in a two (2) week period.

4. A nurse working a 12-hour shift shall be eligible for the evening shift differential when at least one-half (1/2) of the scheduled hours of their work shift fall between the hours of 3 p.m. and 11 p.m. Nurses working a 12-hour shift shall be eligible for the night shift differential when at least one-half (1/2) of the scheduled hours of their work shift fall between the hours of 11 p.m. and 7 a.m.

5. All terms and conditions of the master collective bargaining agreement shall apply to nurses working under this agreement unless expressly amended by this Agreement.

APPENDIX D
OREGON NURSES ASSOCIATION/ST. ANTHONY HOSPITAL
DRUG AND ALCOHOL POLICY

In keeping with the Hospital's mission to create an environment of caring, the Hospital recognizes alcohol/drug abuse as a treatable disease. It is the responsibility of the Hospital and all employees to maintain and promote a safe, healthful and efficient working environment and to deliver services to the public in a safe and conscientious manner. The use, misuse or abuse of drugs and alcohol poses a serious threat to the Hospital, its employees, patients and the public. This policy outlines the Hospital's Drug and Alcohol Policy which is applicable to all employees and job applicants.

The Hospital will not engage in random alcohol or drug testing of its employees.

1. DEFINITIONS:

1.1 "Drugs" means marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP), hallucinogens, methaqualone, barbiturates, narcotics, and any other substance included in Schedules I-V, as defined by Section 812 of Title 21 of the United States Code. The term "drugs" includes legal substances used in an unauthorized manner, but does not refer to the legitimate use of substances authorized by law which do not affect job safety or performance.

1.2 "Under the Influence" means, for the purposes of this policy, the employee has any detectable level of drugs (in excess of trace amounts attributable to secondary exposure) in his or her blood or urine or any noticeable or perceptible impairment of the employee's mental or physical facilities. With respect to alcohol, a blood alcohol content of 0.03% constitutes under the influence while on duty. The symptoms of influence are not confined to those consistent with misbehavior, nor to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance.

1.3 Medical Review Officer: Physician contracted by the Hospital or reference lab who reviews and interprets tests measuring detectable levels. In performing this function, the MRO is required to determine if such a test result could have a medical explanation.

2. PROHIBITIONS:

2.1 PROHIBITION AGAINST UNLAWFUL OR UNAUTHORIZED PRESENCE OF DRUGS OR ALCOHOL IN THE WORK PLACE:

The unlawful or unauthorized manufacture, distribution, dispensation, possession, or use of drugs or alcohol is absolutely prohibited on Hospital premises, in Hospital vehicles, on Hospital time, or while engaged in Hospital activities. The temporary possession by an employee of sealed containers of alcoholic beverages in the employee's vehicle is permitted by this policy.

2.2 PROHIBITION AGAINST WORKING OR REPORTING TO WORK "UNDER THE INFLUENCE":

No employee shall work, report to work, or be present on Hospital premises, in Hospital vehicles, or on Hospital time while "under the influence" of drugs, alcohol, or any substance which could compromise job performance or safety.

2.3 REPORTING THE USE OF ANY DRUGS WHICH SIGNIFICANTLY AFFECT SAFETY OR PERFORMANCE:

2.3.1 An employee under the influence of a substance which could compromise job performance or safety has an obligation to inquire and determine whether the substance he or she is taking may or will affect his or her ability to safely and efficiently perform his or her job duties.

2.3.2 If the employee is using such a substance, the employee is required to obtain a written statement of any work restrictions from his or her physician or licensed practitioner.

2.3.3 Any such information must be reported to the employee's immediate supervisor prior to commencing work under the influence of any such substance. Employees taking any substance prescribed by a licensed physician or licensed practitioner must have the controlled substance in its original container for review by the Medical Review Officer which identifies the controlled substance, dosage, date of prescription and authorizing physician or licensed practitioner.

2.3.4 Accrued PTO and EIT may be used for work time lost while taking such substances as provided for in Article 8.4 of the master collective bargaining agreement.

2.4 OFF-DUTY POSSESSION OR USE OF DRUGS OR ALCOHOL: Off-duty possession or illegal use of drugs and/or alcohol is also prohibited to the extent that such possession or use adversely relates to the Hospital's legitimate interest and potentially to the ability of the employee to safely and efficiently perform his or her job duties or affects the employee's compliance with any provision of this policy.

3. DRUG AND ALCOHOL TESTING:

3.1 PRE-EMPLOYMENT: All offers of employment with the Hospital are contingent upon the applicant passing the exam/drug test which will be conducted at the Hospital. Any applicant testing positive for an illegal drug will not be hired. All specimens which initially show a detectable level of drugs shall also undergo a second confirmatory test.

3.2 CURRENT EMPLOYEES:

The Hospital may require a medical examination to determine fitness for duty that will include a witnessed collection of a specimen, i.e., blood and/or urine, or breathalyzer for drug and alcohol testing:

3.2.1 When there is a reasonable suspicion that the employee is using or under the influence of drugs and/or alcohol.

3.2.2 For all employees involved in any accident resulting in a reportable injury or incident or in property damage of \$500 or more where there is a reason to suspect that substance abuse was a contributing factor in the injury, incident or accident.

3.2.3 As part of periodic follow-up testing if the employee is found to have breached these policies but has been permitted to remain employed. Such periodic testing shall not exceed eighteen (18) months.

3.3 It is recognized that, consistent with medical ethics and Hospital standards, it is appropriate for an employee to express a concern over the possible violation of this policy by a co-worker or supervisory employee. Employees reporting concerns about supervisory staff will be protected from any and all retaliation for asserting their rights under this policy.

4. REASONABLE SUSPICION GUIDELINES:

As part of the Hospital's work rules prohibiting use or being under the influence of drugs or alcohol, Hospital policy provides for drug and alcohol testing when there is a reasonable suspicion that the employee is using or under the influence of alcohol or drugs.

4.1 Reasonable suspicion means that the supervisor or manager can point to objective documented evidence which reasonably suggests that the employee may be under the influence of alcohol or drugs. Documentation must be completed as soon as possible after the event(s) occur.

4.2 Different drugs have different symptoms and evidence of use. Some of these symptoms may be consistent with a person's normal, non-drug behavior. Accordingly, in determining whether reasonable, objective evidence exists, comparisons of the employee's observed symptoms and behavior with the employee's "normal" pattern of behavior should be done. The following is a non-exhaustive list of symptoms and evidence which may be utilized in determining whether there is a reasonable suspicion sufficient to require an employee to submit to drug and alcohol testing:

4.2.1 Sudden mood or attitude changes (i.e., depression, excessive laughter, irritability, panic, hallucinations, confusion, inattentiveness, aggressive behavior, unexplained burst or lack of energy) and other changes which are different from the employee's normal mood and attitude, especially if observed after breaks, meal periods or other occasions when the employee has had an opportunity to use drugs or alcohol;

4.2.2 Slurred speech, rapid speech, talkativeness;

4.2.3 Hyper-body movements, twitching, poor muscular control or motor coordination;

4.2.4 Runny nose, sniffles, itchy nose, white powder around nose;

4.2.5 Bloodshot or watery eyes, dilated or constricted pupils, pupils which do not respond to changes in light, blank stare, rapid and involuntary eye movement;

4.2.6 Needle marks and tracks on body;

4.2.7 Smell of alcohol, marijuana (sweet odor similar to burnt rope), or solvents (glue, nitrates, ether, turpentine); or folded paper, safety razor blade, cigarette papers and remnants (roaches), pipes, alligator clips or hemostats; or;

4.2.8 Statements of personal observations by co-workers.

5. SEARCHES:

The Hospital may conduct unannounced random searches for drugs or alcohol of Hospital facilities and property (i.e., Hospital vehicles, desks, file cabinets, employee lockers, etc.). Employees are expected to cooperate in the conducting of such searches. Searches of Hospital facilities and property can be conducted at any time and do not have to be based on reasonable suspicion. Such an examination shall be conducted in the presence of the employee whenever possible. If the employee is not available, or if the employee so requests, a reasonable effort will be made to contact an Association representative and reasonable time will be allowed for the representative to be present before a search is made.

6. DRUG AND ALCOHOL EXAM/TEST PROCEDURE:

If a Hospital Representative has a reasonable suspicion (see Reasonable Suspicion Guidelines) that an employee is using or under the influence of drugs or alcohol while on Hospital premises or while performing Hospital business, the following steps will be followed:

6.1 If there is a safety risk, the employee is to be immediately removed of any duties having a potential or actual safety risk to the employee, co-workers, patients, or members of the public. Otherwise,

6.2 Another supervisor (if available) should observe and document the employee's behavior to confirm (validate) observations of the first observer before proceeding.

6.3 The employee should be called into an office or other private location. This should be done at a suitable location which will promote privacy and freedom from distractions during this meeting. (The Director of Human Resources or V.P. Nursing Service should be present if available.)

6.4 The employee should not be accused of being under the influence of any substance under any circumstance, but, should be asked to explain the conduct observed. The response should be documented.

6.5 The employee should be reminded of the Hospital policy concerning drugs and alcohol.

6.6 If the employee denies using or being under the influence of a substance regulated by this policy and manager/supervisor and second staff member, if available, both still believe the employee to be under the influence of or to have used a substance in violation of this policy, the employee shall be requested to submit to medical examination and drug and alcohol testing.

6.6.1 If employee agrees, have employee complete consent form. In each and every case, the Hospital representative is to read the form to the employee prior to obtaining the employee's signature authorizing the exam/test and release of test results. No changes are to be made on the Authorization and Consent Form by the employee. Additionally, no changes are to be made on the Authorization and Consent Form by the Hospital Representative without authorization from the Director of Human Resources. When the employee is notified that he or she is required to consent and submit to such tests, he or she may request the presence of a representative to witness the test. The test may not be delayed unreasonably in order to wait for a representative. The absence of a representative shall not be grounds for the employee to refuse to consent and submit to such tests.

6.6.2 If an employee refuses to submit to exam/testing:

6.6.2.1 The employee should be asked for reason(s) why employee refuses to submit to exam/testing. The employee response should be documented and investigated, where appropriate. Alleged lack of reasonable suspicion is not grounds to refuse to submit to a test; however, it is reason to challenge discipline if discipline is imposed based on the test result alone.

6.6.2.2 The employee should be informed that Hospital policy requires employee to submit to an exam/testing and that refusal is grounds for termination.

6.6.2.3 Again, the employee should be requested to submit to exam/testing.

a. If employee agrees, the employee should complete Consent for Drug and Alcohol Testing and Release of Information form. The supervisor should act as a witness for the signing of the form.

b. If employee still refuses, the employee should be informed that he/she is suspended without pay pending Hospital decision on the matter.

c. If employee agrees to submit to the exam/testing but then refuses to promptly cooperate, the employee should be informed that Hospital policy requires full and immediate cooperation and that refusal is grounds for termination.

6.7 The employee should be informed that the drug/alcohol testing will be completed by Interpath Laboratories and that they will not be able to return to work until the test results are reported.

6.8 In the absence of the Director of Human Resources or the Vice President of Nursing, the employee should be escorted to the laboratory for drug specimen collection. The nurse should be informed that the collection will be witnessed in accordance with the chain of custody requirements of the laboratory. The nurse will be allowed to have a bargaining-unit nurse accompany them to the laboratory to witness

the process if a bargaining-unit nurse is available. The laboratory should be notified to have the necessary equipment and forms to perform a drug and alcohol screening test. The Laboratory personnel should be informed that the test results are to be sent directly to the Director of Human Resource at St. Anthony Hospital. The supervisor should wait outside the location during testing. The employee may be required to complete additional forms prior to the exam/test. Failure to promptly complete and sign all forms will be considered failure to cooperate and will be considered a violation of the policy.

6.9 As soon as testing is completed, the employee should be accompanied to a private area and informed that he/she is on an investigatory suspension without pay until further notice and that the exam/test results are known and the matter has been reviewed he/she will be contacted. The employee should be informed that he/she will be paid for all hours he/she has scheduled to work that day. The employee should be informed that if the test is negative, he/she will be compensated for the loss of any scheduled work time on the shift from which he/she was sent home and for the remainder of any other scheduled lost time.

6.10 The supervisor should offer to arrange transportation for the employee to go home (i.e., by taxi or family member). If employee refuses transportation, attempts should be made to change his/her mind. The employee should not be restrained. Hospital representatives should not personally transport employee home. In cases where employee refuses transportation, the police should be notified. The employee should be notified of the intention to call the police unless the employee accepts transportation.

6.11 After the employee has left, the Reasonable Suspicion Report Form should be completed:

6.11.1 Observations of the employee's behavior and symptoms which led to the decision to require the exam/test to determine fitness for duty should be recorded as accurately and detailed as possible.

6.11.2 Actual observations should be stated not statements about possible causes of the behavior or judgmental conclusions.

6.11.3 Witness(es), signature(s) and/or statement(s) should be included.

6.11.4 Forms should be placed in a sealed envelope and personally delivered to the Director of Human Resources.

7. EXAM/TEST RESULTS:

7.1 Under normal procedures, test results may be expected within 48 hours. Return of test results may be longer over weekends and holidays.

7.2 The Human Resources Director of the Hospital, the Medical Review Officer, the President of the Hospital, and supervisors who have a need to know will be the ONLY individuals authorized to have access to test results provided by any laboratory completing the tests. The test results and all materials related to them will be maintained under strict control and confidentiality in a locked file cabinet in Personnel accessed only by the Director of Human Resources and Personnel Coordinator.

7.3 Confirmatory Test: In the event the blood or urine test results show a detectable level of a controlled substance(s), the Hospital shall require that a second confirmatory test from the same sample shall be conducted, using gas chromatography/mass spectrometry, thin layer chromatography or other College of American Pathologists (CAP) approved methods performed by a CAP certified laboratory which also must show a detectable level before concluding the employee has such substance(s) present in the body.

7.4 Chain of Evidence: The procedures to obtain, handle, and store blood and urine samples and to conduct laboratory tests shall be documented to establish procedural integrity and chain of evidence as established by the reference laboratory used by the Hospital for such testing. All tests and results will be identified in such a way as to ensure employee confidentiality.

8. EMPLOYEE CONSENT:

An employee's consent to a medical examination, drug and alcohol testing and searches is required as a condition of employment and employee's refusal to consent may result in termination, even for a first refusal. Consent to a medical examination, testing and searches includes an employee's obligation to fully cooperate. Upon

request, an employee must promptly complete any required forms and releases and promptly provide a sample for testing.

9. DISCIPLINARY ACTION:

Violation of this policy can result in disciplinary action, including termination, even for a first offense.

10. DISCIPLINE/EMPLOYEE STATUS:

10.1 If a negative test result is reported, the Director of Human Resources or designee shall inform employee of results and shall meet with the employee and his/her supervisor to discuss behavioral issues that led to reasonable suspicion of drug/alcohol use and/or corrective actions to be taken.

10.2 If a test result with a detectable level is reported and confirmed; the Director of Human Resources shall:

10.2.1 Inform employee of test results and give employee reasonable opportunity to meet privately with the Medical Review Officer to explain or rebut test results.

10.2.2 If employee accepts offer to meet with Medical Review Officer, the meeting will be set up as soon as possible. The employee will not be allowed to return to work until meeting and results of meeting have been reviewed.

10.2.3 After meeting with employee and reviewing test results, the MRO shall determine if there is a legitimate reason for a test result with a detectable level. Such a result will be reported to the Hospital as negative. The Medical Review Officer shall provide, if appropriate, release or restriction on work if drug is being taken for a legitimate medical reason to the Director of Human Resources. The Medical Review Officer shall consult with the Director of Human Resources on conditions for return to work if appropriate.

10.2.4 If the employee refuses offer to meet with Medical Review Officer after confirmation of a test with a detectable level of drugs/alcohol or the Medical

Review Officer confirms illegal unauthorized use of drugs/alcohol, the Director of Human Resources with the supervisor shall determine appropriate discipline.

10.3 Employees may have reasonable access to information that the Hospital is relying on, in whole or in part, to substantiate discipline imposed on the employee under this policy. Appropriate Association officials necessary to respond to an adverse action against the employee, or a court of law or administrative tribunal in any adverse personnel action shall also have reasonable access to such information.

11. EMPLOYEE ASSISTANCE PROGRAM:

Employees wishing to seek assistance for an alcohol or drug problem are encouraged to contact the Director of Human Resources for a referral to an Employee Assistance Program. Information on this referral will remain confidential and only released on a need-to-know basis. Participation in an Employee Assistance Program after the disciplinary process has begun may not preclude disciplinary action, including termination. All employees who suspect they may have a drug or alcohol problem are encouraged to seek assistance before it impacts their employment status.

APPENDIX E
EXTRA SHIFT PREMIUMS

The Hospital shall pay a fifteen-dollar (\$15.00) per hour premium to full-time and part-time nurses who agree to work extra shifts defined by the Hospital as “difficult to fill shifts”.

A “difficult to fill shift” is a shift that has not been filled within 48 hours of start time. Nothing precludes the Hospital from designating a DTF shift prior to 48 hours of start time.

To qualify for this shift premium, a full-time or part-time nurse must work their assigned number of hours (based on their FTE) in the pay period of the premium shift; provided, however, the nurse shall still be eligible for the premium pay if the nurse did not work due to:

- Jury duty
- Low census requested by the Hospital (including voluntary low census)
- PTO which was approved and placed on the monthly schedule prior to the schedule being posted.
- Bereavement Leave
- FMLA/OFLA/OMFLA
- Or National Guard/Drill Duty

An employee shall not be entitled to time and one half (1 1/2) the nurse’s rate of pay in addition to the extra shift premium unless the employee is eligible for overtime under section 4.3 of the Collective Bargaining Agreement or related addendums. Nurses who are placed on-call shall not also be eligible for the difficult to fill shift premium but will be paid callback pay if called back into work. Any nurse whose callback rate is less than \$15.00 above their normal hourly rate of pay, will be paid the \$15.00/hour premium.

The objective and goal of this premium pay is to reduce reliance by the Hospital on agency nurses.

Occasional nurses will be eligible for this premium pay for those shifts worked in excess of two (2) shifts per pay period, provided the Hospital invokes this premium pay condition for those shifts.

LETTER OF AGREEMENT-EIT Cashout

The Hospital will "red circle" all employees employed with the Hospital as of January 1, 1998, and will continue in full force and effect the EIT cashout benefit for current employees.

RNs who retire in good standing at age sixty-five (65) with ten (10) years of continuous service or at age fifty-five (55) with fifteen (15) years of continuous service are eligible for a percentage of their accrued extended illness upon their retirement.

This benefit is calculated as follows:

Years of Service	Percentage
10 years	20%
15 years	30%
20 years	40%
25 years or more	50%

EIT benefits are not subject to cashout except as stated above.

Nurses hired after January 1, 1998, and thereafter shall not be eligible for this cashout provision.

Agreed to:

FOR THE ASSOCIATION



FOR THE HOSPITAL



Glang Lasan

**OREGON NURSES ASSOCIATION (ONA)
CONTRACT RECEIPT FORM**

(Please fill out neatly and completely.)

Return to Oregon Nurses Association,
18765 SW Boones Ferry Road Ste 200, Tualatin OR 97062-8498
or by Fax 503-293-0013.

Thank you.

Your Name: _____

*I certify that I have received a copy of the ONA Collective
Bargaining Agreement with St. Anthony Hospital,
January 1, 2015 through December 31, 2017*

Signature: _____

Today's Date: _____

Your Mailing Address _____

Home Phone: _____ *Work Phone:* _____

Email: _____

Unit: _____

Shift: _____